
SOLICITATION, OFFER AND AWARD

1. This contract is a rated order under DPAS (15 CFR 700) RATING:

2. CONTRACT NO.

3. SOLICITATION NO.

3-M-APHIS-02

4. TYPE OF SOLICITATION

☐ SEALED BID (IFB)

☒ NEGOTIATED (RFP)

5. DATE ISSUED

08/02/01

6. REQUISITION/PURCHASE NO.

APWSWRMT-0015-1

7. ISSUED BY CODE: 6395

USDA, MRP-BS Contracting
Butler Square, Fifth Floor
100 North Sixth Street
Mpls., MN 55403

8. ADDRESS OFFER TO
(If other than Item 7)

NOTE: In sealed bid solicitations, "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 0 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in the Contracting Section (same as block 7), until 2:30 p.m. local time on 09/03/01.

CAUTION--LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: A. NAME:
José-Luis Gallagher

B. TELEPHONE NO.
(Include Area Code)
(NO COLLECT CALLS)
(612) 370-2226

C. E-MAIL ADDRESS
jose.l.gallagher@usda.gov

EXCEPTION TO STANDARD FORM 33 (REV.9-97)

Prescribed by GSA
FAR (48 CFR 53.214(c))

SOLICITATION, OFFER AND AWARD

11. TABLE OF CONTENTS

X SEC	DESCRIPTION	PAGE(S)
	PART I - THE SCHEDULE	
A	SOLICITATION/CONTRACT FORM	
B	SUPPLIES OR SERVICES AND PRICES/COSTS	
C	DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	
D	PACKAGING AND MARKING	
E	INSPECTION AND ACCEPTANCE	
F	DELIVERIES OR PERFORMANCE	
G	CONTRACT ADMINISTRATION DATA	
H	SPECIAL CONTRACT REQUIREMENTS	
	PART II - CONTRACT CLAUSES	
I	CONTRACT CLAUSES	
	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS	
J	LIST OF ATTACHMENTS	
	PART IV - REPRESENTATIONS AND INSTRUCTIONS	
K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	
M	EVALUATION FACTORS FOR AWARD	

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provision at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)

10 CALENDAR DAYS _____ %	20 CALENDAR DAYS _____ %	30 CALENDAR DAYS _____ %	____ CALENDAR DAYS _____ %
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14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

EXCEPTION TO STANDARD FORM 33 (REV. 9-97)

SOLICITATION, OFFER AND AWARD

15A. NAME AND ADDRESS OF OFFEROR	CODE _____	FACILITY _____	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN (Type or Print)
	DUNS: _____ TIN: _____		
15B. TELEPHONE NO. (Include Area Code)			17. SIGNATURE
15C. [] CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE			18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()		
23. SUBMIT INVOICES TO ADDRESS SHOWN IN --> (1 Copies unless otherwise specified)		ITEM 25
24. ADMINISTERED BY (If other than Item 7)	CODE _____	25. PAYMENT WILL BE MADE BY CODE _____ USDA, MRP-BS Payments Team Butler Square, Fifth Floor 100 North Sixth Street Mpls., MN 55403
26. NAME OF CONTRACTING OFFICER (Type or Print)	27. UNITED STATE OF AMERICA Signature of Contracting Officer	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26,
or by other authorized official written notice.

EXCEPTION TO STANDARD FORM 33

TABLE OF CONTENTS	PAGE
SOLICITATION, OFFER AND AWARD	1
PART I - THE SCHEDULE	4
SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS	4
B.1 BACKGROUND	4
B.2 SCHEDULE OF ITEMS	4
B.3 SPECIAL INSPECTION	5
SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	6
C.1 STATEMENT OF WORK	6
C.2 CONTRACTOR RESPONSIBILITIES	6
C.3 EMERGENCY AND AFTER HOURS REPAIRS	6
C.4 FACILITIES EQUIPMENT AND INSPECTION DATA	6
C.5 ACCESSIBILITY	7
C.6 EMPLOYEE TRAINING QUALIFICATIONS	7
C.7 COMMUNICATION	7
C.8 REFERENCES	7
C.9 WS RESPONSIBILITIES	8
C.10 DELIVERY OF SERVICES	8
C.11 INSPECTION REQUIREMENTS	8
SECTION D - PACKAGING AND MARKING . . . NOT APPLICABLE	NA
SECTION E - INSPECTION AND ACCEPTANCE	9
E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	9
E.2 AGAR 452.246-70 INSPECTION AND ACCEPTANCE	9
(FEB 1988)	
SECTION F - DELIVERIES OR PERFORMANCE	10
F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	10
F.2 AGAR 452.211-74 PERIOD OF PERFORMANCE (FEB 1988)	10
F.3 AGAR 452.247-70 DELIVERY LOCATION (FEB 1988)	10
SECTION G - CONTRACT ADMINISTRATION DATA	11
G.1 DESIGNATION OF CONTRACT ADMINISTRATOR	11
G.2 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE	11
SECTION H - SPECIAL CONTRACT REQUIREMENTS	12
H.1 CONTINUITY OF SERVICES	12
H.2 AUTHORIZED ORDERING OFFICES	12
H.3 ORAL ORDERS	13
H.4 STATUS REPORT	13
H.5 PERMITS AND RESPONSIBILITIES	13
H.6 LIABILITY AND INSURANCE--LEASED MOTOR VEHICLES	14
PART II - CONTRACT CLAUSES	15
SECTION I - CONTRACT CLAUSES	15
I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	15
I.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)	16
I.3 52.222-42 STATEMENT OF EQUIVALENT RATES FOR	17
FEDERAL HIRES (MAY 1989)	
I.4 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER--	17
OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)	
I.5 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2001)	21
I.6 52.246-20 WARRANTY OF SERVICES (MAY 2001)	22

	TABLE OF CONTENTS	PAGE
PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS . . .		23
SECTION J - LIST OF ATTACHMENTS		23
J.1 LIST OF ATTACHMENTS		23
PART IV - REPRESENTATIONS AND INSTRUCTIONS		24
SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND		24
OTHER STATEMENTS OF OFFERORS		
K.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED		24
BY REFERENCE (FEB 1998)		
K.2 52.203-2 CERTIFICATE OF INDEPENDENT PRICE		24
DETERMINATION (APR 1985)		
K.3 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)		25
K.4 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,		27
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS		
(JAN 2001) [This date stayed indefinitely. Please use		
the provision date below.]		
52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,		
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS		
(APR 2001)		
K.5 52.215-6 PLACE OF PERFORMANCE (OCT 1997)		29
K.6 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS . . .		29
(MAY 2001) Alternate I (OCT 2000)		
K.7 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS		31
(OCT 1999)		
K.8 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS .		33
(FEB 1999)		
K.9 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984) . .		33
K.10 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE . .		33
REPORTING (OCT 2000)		
K.11 AGAR 452.222-70 COMPLIANCE WITH VETERANS EMPLOYMENT .		34
REPORTING REQUIREMENTS (JAN 1999) (DEVIATION)(USDA)		
SECTION L - INSTRUCTIONS, CONDITIONS, AND		35
NOTICES TO OFFERORS		
L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED		35
BY REFERENCE (FEB 1998)		
L.2 52.216-1 TYPE OF CONTRACT (APR 1984)		36
L.3 52.233-2 SERVICE OF PROTEST (AUG 1996)		36
L.4 AGAR 452.204-70 INQUIRIES (FEB 1988)		36
L.5 AGAR 452.215-72 AMENDMENTS TO PROPOSALS (FEB 1988) . .		36
L.6 AGAR 452.219-70 SIZE STANDARD AND NAICS CODE		36
INFORMATION (NOV 1996) (AGAR DEVIATION)		
SECTION M - EVALUATION FACTORS FOR AWARD		37
M.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED		37
BY REFERENCE (FEB 1998)		
M.2 AGAR 452.216-72 EVALUATION QUANTITIES --		37
INDEFINITE DELIVERY CONTRACT (FEB 1988)		

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 BACKGROUND

The U.S. Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS) program has a requirement for maintenance, parts and repair of two helicopters: one 1980 McDonnell Douglas Hughes 500D Helicopter (N1095T) and one 1968 Bell OH58C, N6962C helicopter. The Contractor that makes an offer on the Hughes 500D helicopter must be located within a 10 mile radius of Helena, Montana. The Contractor that makes an offer on the Bell OH58C helicopter must be located within a 10 mile radius of Billings, Montana.

B.2 SCHEDULE OF ITEMS

Note: Contractor shall indicate to which of the two helicopter's their offer applies by marking an (X) on one of the following lines:

1980 McDonnell Douglas Hughes 500D (N1095T) _____ **or**

1968 Bell OH58C (N6962C) _____

BASE CONTRACT PERIOD - Date of Award through September 30, 2002

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
1.	100 hour inspection w/o parts	1	EA	\$_____	\$_____
2.	300 hour inspection w/o parts	1	EA	\$_____	\$_____
3.	Annual inspection w/o parts	1	EA	\$_____	\$_____
4.	Hourly Labor Rate		HR.	\$_____	
5.	List price minus _____%				

OPTION YEAR I. - October 1, 2002 through September 30, 2003

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
6.	100 hour inspection w/o parts	1	EA	\$_____	\$_____
7.	300 hour inspection w/o parts	1	EA	\$_____	\$_____
8.	Annual inspection w/o parts	1	EA	\$_____	\$_____
9.	Hourly Labor Rate		HR.	\$_____	
10.	List price minus _____%				

OPTION YEAR II - October 1, 2003 through September 30, 2004

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
11.	100 hour inspection w/o parts	1	EA	\$_____	\$_____
12.	300 hour inspection w/o parts	1	EA	\$_____	\$_____
13.	Annual inspection w/o parts	1	EA	\$_____	\$_____
14.	Hourly Labor Rate		HR.	\$_____	
15.	List price minus _____%				

OPTION YEAR III - October 1, 2004 through September 30, 2005

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
16.	100 hour inspection w/o parts	1	EA	\$_____	\$_____
17.	300 hour inspection w/o parts	1	EA	\$_____	\$_____
18.	Annual inspection w/o parts	1	EA	\$_____	\$_____
19.	Hourly Labor Rate		HR.	\$_____	
20.	List price minus _____%				

OPTION YEAR IV - October 1, 2005 through September 30, 2006

<u>Item No.</u>	<u>Description</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
21.	100 hour inspection w/o parts	1	EA	\$_____	\$_____
22.	300 hour inspection w/o parts	1	EA	\$_____	\$_____
23.	Annual inspection w/o parts	1	EA	\$_____	\$_____
24.	Hourly Labor Rate		HR.	\$_____	
25.	List price minus _____%			_____%	

B.3 SPECIAL INSPECTION

Special Inspection contingent upon elapsed flight time of calendar year. The special inspection applies to the base year and all option years (Options I, II, III, and IV).

Note: Alternate proposals may be entertained if in the best interest of the Government.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK

The United States Department of Agriculture, (USDA), Animal Plant Health Inspection Service (APHIS), Wildlife Services (WS) has a requirement for the inspections, maintenance and repairs on two helicopters; a 1980 McDonnell Douglas Hughes 500D helicopter, N1095T, and a Bell OH58C helicopter, N6962C. The Contractor that makes an offer on the Hughes 500D helicopter must be located within a 10 mile radius of Helena, Montana. The Contractor that makes an offer on the Bell OH58C helicopter must be located within a 10 a ten mile radius of Billings, Montana.

Both of the respective helicopters are flown an estimated 600 hours annually. The requisite 100, 300, annual inspections and corresponding maintenance or repairs will be conducted during the term of this contract, depending on the actual hours flown.

No guarantee is given as to the actual number of hours flown or the number and types of inspections that will be required during the term of this contract.

C.2 CONTRACTOR RESPONSIBILITIES

The contractor must comply with all Montana statutes that pertain to aircraft repair facilities and services.

The contractor must specifically comply with Federal Aviation Regulations (FAR) Part 91-409 subsections (E) and (F). The helicopter shall be maintained and repaired in accordance with FAR parts 21, 23, 39, 43, 91 and 135.

The contractor maintenance facility must be an appropriately rated FAA certified repair station (Part 145.51) or manufacturer's approved service center.

The contractor will also perform corresponding or incidental repairs related to or detected during maintenance procedures. When required the engine shall be overhauled and/or remanufactured at manufacturer's factory and according to manufacturer's standards. The engine shall be new and direct from the factory, with no hours on it and come with a complete manufacturer's warranty. Inspections and maintenance shall be completed within 1 week from date helicopter is delivered to place of performance.

C.3 EMERGENCY AND AFTER HOURS REPAIRS

The contractor must have a mechanic on duty or call 24 hours a day and 7 days per week to provide emergency repairs or maintenance to keep or make the helicopter airworthy. The mechanic must be able to be contacted by the pilot and/or the Montana WS State Director through a telephone forwarding system or by cellular telephone at any time.

C.4 FACILITIES, EQUIPMENT AND INSPECTION DATA

The Contractor's repair facility must have been in business for at least five (5) years to insure:

- (a) an established record of properly maintaining aircraft
- (b) adequate communications with pilots, agencies and manufacturers to ensure complete understanding of program objectives

(c) the stability of the repair facility.

The contractor must maintain a repair facility appropriate in size and layout and properly equipped for maintenance and repairs of the respective helicopter.

All appropriate manuals, directives and bulletins for the respective helicopter must be maintained on site by the contractor.

Contractor must own or have available the necessary tools, including a rotor tracking and balancing unit (Chadwick or comparable), a Barfield tester, and all other testing equipment necessary to insure the level of service provided meets all FAA and FAR requirements.

The contractor must have performed maintenance or repair work on the respective helicopter, or a comparable turbine powered helicopter, within the previous 24 months.

A current Certificate from Allison Engine for the Hughes 500D must be in effect prior to any service being performed on this helicopter. A current Certificate from Bell for the Bell OH58C helicopter must be in effect prior to any service being performed on this helicopter. The Contractor SHALL NOT subcontract any portion of the maintenance or repair work without the written consent of APHIS, WS.

C.5 ACCESSIBILITY

APHIS, WS reserves the right to inspect the facility, or designate representatives, for adequate maintenance capability before the contract is awarded and during the term of the contract during regular business hours.

The helicopter must be accessible to WS personnel while it is hangared at the contractor's maintenance facility.

The mechanic/repair logbooks shall be accessible to the pilot and Montana WS State Director. The pilots logbook shall be accessible to the mechanic/repair facility and the Montana State Director.

C. 6 EMPLOYEE TRAINING/QUALIFICATIONS

The repair facility shall have at least two certified mechanics for the respective helicopter. This is to insure that the helicopter will be repaired without undue down-time even during after hours emergencies or unanticipated heavy workloads.

C.7 COMMUNICATION

The mechanic(s) and pilot must maintain a professional dialogue about the condition and airworthiness of the helicopter at all times. The mechanic(s) and pilot shall keep the Montana WS State Director abreast of their respective roles in the maintenance and repairs and piloting of the helicopter.

C.8 REFERENCES

Contractor applicants must provide at least two references from individual(s) and/or agencies that have experience about their performance of maintenance on helicopters within the last two years.

C.9 WS RESPONSIBILITIES

WS will advise the contractor of upcoming and specified inspections based on agency usage.

C.10 DELIVERY OF SERVICES

The helicopter will be delivered to and picked up from the contractor's maintenance facility by the WS pilot. Maintenance facility will use a WS pilot for all run-ups and test maintenance flights.

The Maintenance Agreement will be for standard and scheduled inspections, maintenance and repairs.

Parts will be charged at the CONTRACTORS COST, plus markup. This will vary depending on new, overhauled or serviceable parts.

C.11 INSURANCE REQUIREMENTS

The Contractor will be required to procure and maintain for the duration of the contract, at its cost and expense, primary insurance Coverage. A Certificate of Insurance, indicating compliance with the required coverage, shall be filed with the USDA, APHIS, MRP-BS in Minneapolis, Minnesota.

Contracts will not be issued to contractors that fail to submit insurance certification as specified herein within 30 days after bid Opening. This insurance coverage must be valid for the entire contract period.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov/far

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.246-4	INSPECTION OF SERVICES - FIXED-PRICE	AUG 1996

E.2 AGAR 452.246-70 INSPECTION AND ACCEPTANCE
(FEB 1988)

- (a) The Contracting Officer or the Contracting Officer's duly authorized representative will inspect and accept the supplies and/or services to be provided under this contract.
- (b) Inspection and acceptance for the Hughes 500D helicopter will be performed at:
 - Helena Regional Airport
 - Helena, Montana
- (b) Inspection and acceptance for the Bell OH58C helicopter will be performed at:
 - Billings Logan International Airport
 - Billings, Montana

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov/far

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER	AUG 1989

F.2 AGAR 452.211-74 PERIOD OF PERFORMANCE (FEB 1988)

The period of performance of this contract is from date of award through 09/30/02.

F.3 AGAR 452.247-70 DELIVERY LOCATION (FEB 1988)

Shipment of deliverable items for both helicopters, other than reports, shall be to:

USDA, APHIS, WS
2441 Overlook Drive
PO Box 1938
Billings, MT

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 DESIGNATION OF CONTRACT ADMINISTRATOR

The Contract Administrator assigned to this contract is Margie Thorson. Ms. Thorson may be reached at (612) 370-2121. FAX (612) 370-2106. The Contract Administrator (CA) shall represent the Contracting Officer (CO) on administrative and contractual matters.

The CA is responsible for administering the performance of work under this contract and shall be the first contact on matters pertaining to contract terms and conditions, changes, modifications, or other matters that may occur during the life of the contract.

In no event, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective or binding upon the Government unless it has been discussed with the CA and a written modification is executed by a Contracting Officer. Proceeding with work without proper contractual coverage could result in nonpayment or necessitate submittal of a contract claim.

G.2 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE

The Contracting Officer's Representative (COR) is Larry Handegard. The COR is responsible for daily (on-site) administration of performance under this contract. In no event, however, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective or binding upon the Government unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of the contract.

The Contract Administrator shall be informed as soon as possible of any actions or inactions by the Contractor or the Government which will change the required delivery or completion times stated in the contract.

Whenever, in the opinion of the Contractor, the COR requests effort outside the scope of the contract, the Contractor should so advise the COR. If the COR persists and there still exists a disagreement as to proper contractual coverage, the Contract Administrator shall be notified immediately, in writing if time permits. Proceeding with work without proper contractual coverage could result in nonpayment or necessitate submittal of a contract claim.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 CONTINUITY OF SERVICES

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in a good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at mutually agreeable date and negotiate transfer their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., cost incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

H.2 AUTHORIZED ORDERING OFFICES

The following USDA offices are authorized to issue delivery orders against this contract in accordance with the provisions of clause FAR 52.216-18, ORDERING, and FAR 52.216-19, DELIVERY ORDER LIMITATIONS, incorporated by reference in Section I of this solicitation:

USDA, APHIS, WS
State Director
Billings, Montana

H.3 ORAL ORDERS

Oral orders may be placed providing the following conditions are complied with:

(a) Only authorized Government representatives may place orders.

(b) No oral order shall exceed the delivery order limitations established elsewhere in the contract.

- (c) The Contractor shall furnish with each shipment a delivery ticket, in duplicate, showing the contract number, order number or date of order, name of authorized person placing order, quantity ordered and delivered, and the unit price.
- (d) Oral orders shall be confirmed in writing.
- (e) Oral orders shall be accepted by the Contractor only from authorized personnel. The COR shall furnish the Contractor with a list of authorized personnel and their telephone numbers once a contract is awarded.

H.4 STATUS REPORT

The Contractor shall furnish the Contracting Officer with a quarterly status report. The report shall be furnished within 15 calendar days after the close of the quarter. The report shall list all quantities ordered and shipped during the period. The following information shall be provided.

ORDERS

DELIVERY ORDER NO.
DATE OF ORDER
ORDERING OFFICE
QUANTITY ORDERED
ITEM DESCRIPTION
DELIVERY LOCATION

SHIPMENTS

DELIVERY ORDER NUMBER
DATE RECEIVED
DELIVERY LOCATION
QUANTITY RECEIVED
ITEM DESCRIPTION

H.5 PERMITS AND RESPONSIBILITIES (FAR 52.236-7) (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work.

The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

H.6 52.228-8 Liability and Insurance--Leased Motor Vehicles (May 1999)

- (a) The Government shall be responsible for loss of or damage to--
 - (1) Leased vehicles, except for--
 - (i) Normal wear and tear; and
 - (ii) Loss or damage caused by the negligence of the Contractor, its agents, or employees; and
 - (2) Property of third persons, or the injury or death of third persons, if the Government is liable for such loss, damage, injury, or death under the Federal Tort Claims Act (28 U.S.C. 2671-2680).
- (b) The Contractor shall be liable for, and shall indemnify and hold harmless the Government against, all actions or claims for loss of or damage to property or the injury or death of persons, resulting from the fault, negligence, or wrongful act or omission of the Contractor, its agents, or employees.
- (c) The Contractor shall provide and maintain insurance covering its liabilities under paragraph (b) of this clause, in amounts of at least \$200,000 per person and \$500,000 per occurrence for death or bodily injury and \$20,000 per occurrence for property damage or loss.
- (d) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the interests of the Government shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe or (2) until 30 days after written notice to the Contracting Officer, whichever period is longer. The policies shall exclude any claim by the insurer for subrogation against the Government by reason of any payment under the policies.
- (e) The contract price shall not include any costs for insurance or contingency to cover losses, damage, injury, or death for which the Government is responsible under paragraph (a) of this clause.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov/far

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	MAY 2001
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-4	PRINTED/COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2000
52.222-3	CONVICT LABOR	AUG 1996
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	FEB 1999
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	APR 1998

I.1 (Continued)

NUMBER	TITLE	DATE
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN 1998
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1999
52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED	MAY 1989
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT 2000
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL 2000
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN 1991
52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR 1984
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY 1997
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JUN 1996
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	MAY 2001
52.233-1	DISPUTES	DEC 1998
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.236-7	PERMITS AND RESPONSIBILITIES	NOV 1991
52.242-13	BANKRUPTCY	JUL 1995
52.243-1	CHANGES - FIXED-PRICE Alternate I (APR 1984)	AUG 1987
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)	APR 1984
52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB 1997
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP 1996
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991
52.216-18	ORDERING	OCT 1995
52.216-19	ORDER LIMITATIONS	OCT 1995
52.216-21	REQUIREMENTS	OCT 1995

I.2 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

I.2 (Continued)

52.217-8	OPTION TO EXTEND SERVICES	NOV 1999
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT	MAR 2000
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS	JAN 1999
52.219-23	NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS	MAY 2001

I.3 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION.

Employee class	Monetary Wage	Fringe Benefits
Aircraft Mechanic	\$16.91	

I.4 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER-- OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

I.4 (Continued)

- (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") no later than 15 days prior to submission of the first request for payment. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).
 - (2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.
- (c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.
- (d) Suspension of payment.
 - (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
 - (2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the

I.4 (Continued)

suspension.

- (e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

- (2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

- (f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

- (g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

I.4 (Continued)

- (h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.
- (i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.
- (j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.
 - (1) The contract number (or other procurement identification number).
 - (2) The Contractor's name and remittance address, as stated in the contract(s).
 - (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
 - (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
 - (5) The Contractor's account number and the type of account (checking, saving, or lockbox).
 - (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
 - (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

I.5 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2001)

(a) Definitions. As used in this clause--

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The following clauses shall be flowed down to subcontracts for commercial items.

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (FEB 1999) (E.O. 11246).

(iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.6 52.246-20 WARRANTY OF SERVICES (MAY 2001)

- (a) Definition. "Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.
- (b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 20 days. This notice shall state either--
 - (1) That the Contractor shall correct or reperform any defective or nonconforming services; or
 - (2) That the Government does not require correction or reperformance.
- (c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.
- (d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS

ATTACHMENT NO.	TITLE	NO OF PAGES
1	Standard Form LLL Disclosure of Lobbying Activities	1
2	Wage Determination No. 94-2317, Rev. 15	8

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENTS OF OFFERORSK.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED
BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.arnet.gov/far

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)
PROVISIONS

NUMBER	TITLE	DATE
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR 1991
52.204-5	WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)	MAY 1999

K.2 52.203-2 CERTIFICATE OF INDEPENDENT PRICE
DETERMINATION (APR 1985)

(a) The offeror certifies that--

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a
certification by the signatory that the signatory--

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision
-
-
- [Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's Organization]:
- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.3 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR)

4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

- (d) Taxpayer Identification Number (TIN):

☐ TIN:_____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

- (e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other_____.

- (f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

K.4 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
(JAN 2001) [This date stayed indefinitely. Please use
the provision date below.]

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
(APR 2001)

(a) (1) The Offeror certifies, to the best of its knowledge and
belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are [] are not [] presently debarred,
suspended, proposed for debarment, or declared
ineligible for the award of contracts by any
Federal agency;

(B) Have [] have not [], within a three-year
period preceding this offer, been convicted of
or had a civil judgment rendered against them
for: commission of fraud or a criminal
offense in connection with obtaining,
attempting to obtain, or performing a public
(Federal, state, or local) contract or
subcontract; violation of Federal or state
antitrust statutes relating to the submission
of offers; or commission of embezzlement,
theft, forgery, bribery, falsification or
destruction of records, making false
statements, tax evasion, or receiving stolen
property; [This language stayed
indefinitely. Please use paragraph
(a)(1)(i)(D) below.]

(C) Are [] are not [] presently indicted for, or
otherwise criminally or civilly charged by a
governmental entity with, commission of any of
the offenses enumerated in paragraph
(a)(1)(i)(B) of this provision; and [This
language stayed indefinitely. Please use
paragraph (a)(1)(i)(E) below.]

(D) Have [] Have not [], within a three-year
period preceding this offer, been convicted of
or had a civil judgment rendered against them
for: commission of fraud or a criminal
offense in connection with obtaining,
attempting to obtain, or performing a public
(Federal, state, or local) contract or
subcontract; violation of Federal or state
antitrust statutes relating to the submission
of offers; or commission of embezzlement,
theft, forgery, bribery, falsification or
destruction of records, making false
statements, tax evasion, or receiving stolen
property; and

(E) Are [] are not [] presently indicted for, or
otherwise criminally or civilly charged by a
governmental entity with, commission of any of
the offenses enumerated in subdivision
(a)(1)(i)(D) of this provision.

- (ii) (A) [This paragraph (a)(1)(ii) is stayed indefinitely.] The Offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has [] has not [] within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--
- (1) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or
- (2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or
- (3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.
- (B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and
- (iii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.
- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.5 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent
_____	_____
_____	_____
_____	_____

K.6 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001) Alternate I (OCT 2000)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 488190.
- (2) The small business size standard is no more than \$05.0 MILLION average annual receipts for an offeror's preceeding 3 FYs.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations.
 - (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.
 - (2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

- (3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.
- (4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.
- (5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.
- (6) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--
- (i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and
 - (ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:

_____.]

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

- (2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern--

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.7 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS
(OCT 1999)

- (a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of

obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

- (1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

- (2) [] For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____.]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall--

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.8 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
(FEB 1999)

The offeror represents that--

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ☐ has, ☐ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.9 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

- (a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.10 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE
REPORTING (OCT 2000)

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- (b) By signing this offer, the offeror certifies that--
 - (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--
 - (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)
 - ☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under

section 313(c) of EPCRA, 42 U.S.C. 11023(c);

- ☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- ☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- ☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or
- ☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.11 AGAR 452.222-70 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS (JAN 1999) (DEVIATION)(USDA)

- (a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212 (d)(i.e., the VETS-100 report required by FAR clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has ☐, has not ☐, submitted the most recent report required by 38 U.S.C. 4212(d).
- (b) An offeror who checks "has not" may not be awarded a contract until the required report is filed.

SECTION L - INSTRUCTIONS, CONDITIONS, AND
NOTICES TO OFFERORS

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED
BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.arnet.gov/far

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)
PROVISIONS

NUMBER	TITLE	DATE
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN 1999
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR 1991
52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR 1991
52.215-1	INSTRUCTIONS TO OFFERORS-- COMPETITIVE ACQUISITION	MAY 2001

L.2 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm-fixed price requirements contract resulting from this solicitation.

L.3 52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

José-Luis Gallagher

USDA, MRP-BS Contracting
Butler Square, Fifth Floor
100 North Sixth Street
Mpls., MN 55403

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.4 AGAR 452.204-70 INQUIRIES (FEB 1988)

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the Contracting Officer issuing the solicitation about any aspect of this requirement prior to contract award.

L.5 AGAR 452.215-72 AMENDMENTS TO PROPOSALS (FEB 1988)

Any changes to a proposal made by the offeror after its initial submittal shall be accomplished by replacement pages. Changes from the original page shall be indicated on the outside margin by vertical lines adjacent to the change. The offeror shall include the date of the amendment on the lower right corner of the changed pages.

L.6 AGAR 452.219-70 SIZE STANDARD AND NAICS CODE INFORMATION (NOV 1996) (AGAR DEVIATION)

The North American Industrial Classification System (NAIC) Code(s) and business size standard(s) describing the products and/or services to be acquired under this solicitation are listed below:

Contract line item(s): 1
-- NAICS Code 488190
-- Size Standard no more than \$05.0 MILLION average annual receipts for an offeror's preceeding 3 FYs.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED
BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.arnet.gov/far

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)
PROVISIONS

NUMBER	TITLE	DATE
52.217-5	EVALUATION OF OPTIONS	JUL 1990

M.2 AGAR 452.216-72 EVALUATION QUANTITIES --
INDEFINITE DELIVERY CONTRACT (FEB 1988)

To evaluate offers for award purposes, the Government will apply the offeror's proposed fixed-prices/rates to the estimated quantities included in the solicitation, and will add other direct costs if applicable.